

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

ROBERT G. HAGUE AND
ELIZABETH A. HAGUE,
HUSBAND AND WIFE

Plaintiffs,

V.

FIRST AMERICAN TITLE INSURANCE
COMPANY

Defendant.

No.

Electronically Filed

NOTICE OF REMOVAL

Defendant First American Title Insurance Company (“First American”), through counsel, files this Notice of Removal to the United States District Court for the Western District of Pennsylvania from the Court of Common Pleas of Allegheny County, Pennsylvania. In support, First American states the following:

1. On or about January 31, 2020, Plaintiffs Robert G. Hague and Elizabeth A. Hague (“Hague”) filed a complaint against Defendant, in the Court of Common Pleas of Allegheny County, Pennsylvania, Docket No. GD-20-1900. A true and correct copy of the Complaint is attached as **Exhibit A**.

2. Under 28 U.S.C. § 1441, “any civil action brought in a State court of which the district courts of the United States have original jurisdiction, may be removed by the defendant or defendants, to the district court of the United States

for the district and division embracing the place where such action is pending.” 28 U.S.C. § 1441(a).

3. Pursuant to 28 U.S.C. § 1332, which provides for diversity jurisdiction, the “district courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between . . . citizens of different States.” 28 U.S.C. § 1332(a)(1).

4. Plaintiffs are individuals who reside in Pennsylvania. **Exhibit A** at ¶ 1. Thus, Plaintiffs are citizens of the Commonwealth of Pennsylvania. *See McCann v. Newman Irrevocable Tr.*, 458 F.3d 281, 286 (3d Cir. 2006) (“Citizenship is synonymous with domicile, and the domicile of an individual is his true, fixed and permanent home and place of habitation.”).

5. Defendant is a California Corporation with its principal place of business at 1 First American Way, Santa Ana, California 92707. Accordingly, First American is a citizen of the State of California pursuant to 28 U.S.C. § 1332(c).

6. Plaintiffs’ Complaint relates to a Title Insurance Policy issued by the Defendant for a property that the Plaintiffs purchased for \$210,000. See **Exhibit A** at ¶ 13.

7. Plaintiffs allege the following damages in their Complaint: (a) Damages associated with the title to the property being unmarketable; (b) Anticipated costs and attorney fees associated with defending against the 2013 lawsuit; (c) Losses associated with the decrease in value of the property; and (d) Any and all losses which may yet be determined. See **Exhibit A** at ¶¶ 35, 41 & 49.

8. Accordingly, while Plaintiffs have not alleged a specific amount of damages sought in their Complaint, Defendant believes and therefore avers in good faith that the amount in controversy in this action exceeds the sum of \$75,000.00, exclusive of interest and costs. (“[A] defendant’s notice of removal need include only a plausible allegation that the amount in controversy exceeds the jurisdictional threshold. Evidence establishing the amount is required by [28 U.S.C.] § 1446(c)(2)(B) only when the plaintiff contests, or the court questions, the defendant’s allegation.” *Dart Cherokee Basin Operating Co., LLC v. Owens*, 135 S. Ct. 547, 554 (2014)).

9. Since this civil action involves a matter in controversy that exceeds the sum of \$75,000 and is between citizens of different states – Pennsylvania and California – the action is properly removed to this Court pursuant to 28 U.S.C. § 1332.

10. Under 28 U.S.C. § 1446(b)(1) a defendant may remove a civil action from state court to a United States district court in which the action is pending within 30 days of the defendant's receipt of an initial pleading.

11. On or about February 7, 2020 First American received a copy of the Complaint; therefore, this Notice of Removal is timely.

12. A true and correct copy of this Notice of Removal will be filed with the Prothonotary of the Court of Common Pleas of Allegheny County, Pennsylvania, contemporaneously with its filing in this Court.

13. This Notice of Removal is filed subject to and without waiver of any rights First American may have with respect to Plaintiffs' purported claims.

WHEREFORE, Defendant First American Title Insurance Company respectfully removes this matter to this Court.

Dated: March 5, 2020

Respectfully submitted,

s/ Matthew M. Haar
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